Affordable Phone Services, Inc. Issue Date: 01/01/2004

Effective Date: 01/01/2004

## TITLE SHEET

# PREPAID LOCAL EXCHANGE TARIFF

OF

AFFORDABLE PHONE SERVICES, INC.

2855 S.E. 58<sup>th</sup> Avenue Ocala, Fl. 34471 (877) 369-0999

This Tariff sets forth the rates and rules of Affordable Phone Services, Inc. applicable to its provision of the resale of local exchange services pursuant to the rules and regulations established by the FCC and the various Public Utilities Commission.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

## TARIFF CHECK SHEET

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
	<del>-</del>

Issue Date: 01/01/2004 Effective Date: 01/01/2004

# **TABLE OF CONTENTS**

Title Sheet	1		
Check Sheet	2		
Table of Contents	3 4		
Symbols Used in this Tariff Service Area Applicability Territory			
		Description of Services	5 6
		Rate Schedule	
		Taxes and Surcharges	8
Directory and Listing Services	8		
n 1			
Rules	0		
Rule 1 - Definitions	9		
Rule 2 – Description of Service	9		
Rule 3 - Application for Service	10		
Rule 4 - Contracts	10		
Rule 5 – Special Information Required on Forms	10		
Rule 6 – Credits and Deposits	10 11		
Rule 7 – Methods of Payment			
Rule 8 - Notices	11 11		
Rule 9 – Rendering and Payment of Bills			
Rule 10 – Disputed Bills			
Rule 11 – Discontinuance and Restoration of Services			
Rule 12 – Optional Rates and Information provided to the Public			
Rule 13 – Temporary Service	12		
Rule 14 – Continuity of Service	13		
Rule 15 – Limitation of Liability	13		
Rule 16 – Prorating of Bills	13		
Rule 17 – Limitations of Service	13		
Rule 18 - Privacy	14		
Rule 19 – 911 Service	14		
Rule 20 – Blocking Access	14		
Rule 21 – Demarcation Point	14		

Issue Date: 01/01/2004 Effective Date: 01/01/2004

# Symbols Used In This Tariff

- (C) To signify changed regulation
- (D) To signify discounted rate or regulation
- (I) To signify an increased rate
- (M) To signify material changed from one page to another without change
- (N) To signify new arte or changes regulation
- (R) To signify a reduced rate
- (T) To signify a change in text, but no change in rate or regulation

Affordable Phone Services, Inc. Issue Date: 01/01/2004

Effective Date: 01/01/2004

## Service Area

The Company plans to provide service in the local exchange boundaries of the ILEC as set forth in the tariffs of said company. The PUC has authorized ILEC to provide local exchange services in all the local exchange territories in the state as shown on their maps.

# **Applicability**

This tariff is applicable to the competitive local exchange services offered by that company.

## **Territory**

The Company plans to provide service in the local exchange boundaries of the ILEC and is authorized to provide competitive local exchange service in all such areas in the State.

# Description of Services

The company plans to provide Prepaid Local Exchange Services to applicable customers, such services include dial tone and the ability to receive and place calls within the local exchange boundaries of the ILEC. A more detailed description of services is provided under the "Rates Schedules" located within this Tariff. The services described in this tariff are available to residential customers only.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

## Rate Schedules

The following rates are applicable to the following residential local exchange services of the company.

### 1.0 Description of Competitive Local Exchange Services

Local exchange service provides the customer with a single, voice grade communication channel. Each access line will include a telephone number. The Company's service only includes seven-digit local dialing and E911 services where available. Where available, customers may be able to place 8XX calls. Toll calls such as 900/976, collect calls, directory assistance, long distance or any call which would result in toll charges are not allowed. Toll calls may be placed using any prepaid calling card.

### 2.0 Calling Areas for Usage rates

Local exchange service provided is for local calling only which are the areas described by the ILEC of that specific region.

### 3.0 Rate Components

Rates for local exchange service consist of these components:

- A. Nonrecurring service installation charges
- B. Monthly access line rates
- C. Calling features

#### 4.0 Monthly Access Line Rates

#### 4.1 Nonrecurring Service Installation Charges

The full activation fee is paid in one lump sum payment to be included with the first month's recurring charge and all applicable charges for any optional features.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

### 4.2 Monthly Access Line Rates

One Time Charges ----- Rates Residential Customers

Activation Fee	\$34.00
Restore Service	\$25.00
Transfer Service	\$40.00
Number Change	\$20.00

Residential Basic Local Exchange Service is \$35.00 Monthly. Monthly service charges and feature charges are applicable to change, in which case the customer will be notified 30 days in advance.

### 4.3 Calling Features

Calling features are charged at a standard rate unless purchased as a package which is listed below. The features include:

#### Residential Rates

Call Waiting	\$5.65	
Call Forwarding	\$5.65	
Unpublished Number	\$5.65	
Three Way Calling	\$5.65	
Return Call	\$5.65	
Caller ID	11.25	
Voice Mail	11.25	
Adding features after installation of service is complete	\$20.00	

## Essentials Package

Call Waiting	
Call Forwarding	
Unpublished Number	
Three Way Calling	
Return Call	
Caller ID	
Total Fee if Purchased in Package:	\$25.00

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Issue Date: 01/01/2004 Effective Date: 01/01/2004

## Taxes and Surcharges

In addition to the charges pertaining to the Company's services, certain state, federal, and local surcharges, taxes and fees will be applied. These surcharges, taxes, and fees are calculated based on the amount billed to the end user by dominant LEC's for standard billed services, and are added onto the Company's bill. Such charges include, but are not limited to, the surcharges and fees ordered by the PUC.

## **Directory and Listing Services**

### **Availability of Directories**

The company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant LEC provider in the Customer's exchange areas.

#### Non-Published Number

The Company will allow the customer to request a Non-Published Number at an additional fee. The customers name, address and telephone number will not be listed in any company directory.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

## Rules

#### Rule 1 - Definitions

Defined below are terms used generally throughout this tariff.

Applicant: Any person that has applied to the Company for service.

Authorized User: A person authorized to use the service provided by the Company, and is named in the application of service.

Company: Means the prepaid local exchange telecommunications company referred to on the title page of this tariff.

CSR: Customer Service Representative who's responsible for answering questions, accepting new orders, and answering trouble complaints.

Customer: Means any person receiving service from our company.

Demarcation Point: The Company concurs with the definition of "demarcation point" as set forth in the ILEC local exchange tariff.

ILEC: Incumbent Local Exchange Carrier.

PUC: The Public Utility Commission.

#### Rule 2 - Description of Service

The Company provides prepaid local exchange services with the ability to make and receive telephone calls. The company blocks any toll or long distance calls as well as collect calls. Our customers may make unlimited telephone calls within the local exchange boundaries dictated by the respective ILEC coverage territories.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

#### Rule 3 – Application for Service

Service is initiated with an agreement by the Customer and Company. This is normally through oral contact by the Customer with a CSR. An agreement is assumed when the Company receives the customer's first payment for the first month of service and the activation. Within 10 days of initiating service, the Company will provide the Customer a conformation letter of new service as well as a detailed bill explaining all rate charges.

#### Rule 4 - Contracts

A contract is an agreement between the Company and the Customer. The Customer and the Company are in agreement by this Contract, that the Company will provide prepaid local exchange service for as long as the Customer remains current with the applicable charges.

#### Rule 5 - Special Information Required on Forms

Each of the Company's bills will provide the following information:

- (a) Date the payment is due.
- (b) Rates and their descriptions.
- (c) Total amount due.

In addition the following statement will appear on a Customer's bill:

Payments not received by the due date unless other arrangements are made, will be subject to disconnection.

### Rule 6 - Credits and Deposits

The Company does not require any deposits for services provided and will issue a credit when the necessary credit is due.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

### Rule 7 - Payment Methods

Customer payment types listed are accepted; Cash, Checks, Money Orders, Cashiers Checks, Debit or Credit Card, Money Gram and Western Union.

#### Rule 8 - Notices

All notices the Company may give to the Customer are issued through the mail or orally. Previous to any rate changes are altercation of service, each customer will be notified 30 days or more in advance.

#### Rule 9 - Rendering and Payment of Bills

The Customer is responsible to pay their bill monthly. Each Customer will receive there bill 20 days prior to there due date. Failure to pay their bill will result in service disconnection. Upon disconnection, if the Customer still wishes to continue service, a \$25.00 reconnect fee will apply as well as there current past due bill.

#### Rule 10 – Disputed Bills

If for any reason the Customer disputes a bill, and no resolve is come to between the Company and the Customer, the Customer can take any of these course of actions:

The Customer may request an investigation in which the Customer and Manger will work together to come to a resolve. During the dispute process, the customer's service will remain active until negotiations are concluded. The dispute process will be complete within seven business days or sooner. At anytime the Customer may contact the proper authorities if not handled in a satisfactory way, such as contacting the PUC or other applicable agencies.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

### Rule 11 - Discontinuance or Restoration of Service

#### 11.1 Cancellation of Service by the Customer

The Customer is responsible for notifying the Company when they no longer wish to continue service. If the Customer chooses to end service, no prorated amount will be issued to the customer. In the case in which a Customer would like to cancel service before the new service is activated, the monthly fee will be refunded but the one time activation fee will be withheld for the ordering and provisioning of such services.

### 11.2 Cancellation by Cause of Company

The Customer is responsible for their monthly fees. If the Customer's bill is not paid in full a disconnection or Suspension will take place. If the Customer does not make an effort for payment arrangement before their due date, it is understood that they wish to no longer continue service.

#### 11.3 Restoration of Service

There is a \$25.00 restore service charge in the case of suspension or disconnection of service has taken place.

#### 11.4 Fraud

The Company reserves the right to discontinue service if any acts of the Customer indicate any intentions to defraud the Company.

#### Rule 12 - Information Provided to the Public

The Company's tariff will be provided at the Company's principle office and can be viewed during normal business hours.

#### Rule 13 - Temporary Service

The Company reserves the right to all Customers to receive temporary Service. Rates and conditions for such service are published in this tariff.

Issue Date: 01/01/2004 Effective Date: 01/01/2004

### Rule 14 - Continuity of Service

If for whatever reason disruption of service is longer than a period of one day, the customer will be notified in writing or orally one week prior to such known interruption.

#### Rule 15 - Limitation of Liability

- 15.1 The Company's liability for damages arising out of mistakes, delays, or interruption of services shall not exceed that of what is billed to the Customer for that period of time.
- 15.2 Adjustment of bills will reflect the period of time interruption took place if the interruption exceeded 24 hours or more.
- 15.3 The Company shall not be liable for any damages done to premises during the furnishing of service that is not the direct or indirect result of the Company's negligence.

### Rule 16 - Prorating of Bills

Prorating will be provided, per the Customer's request, only when the Customer would like to alter there due date to an alternate day of the month. All charges are factored in for each day of service being prorated.

#### Rule 17 - Limitation of Service

- 17.1 Service is offered subject to the limitations of the necessary equipment or facilities.
- 17.2 The Company does not offer services for aggregation, sharing, or resale by Customers.
- 17.3 All facilities are directly or indirectly controlled by the Company and the Customer may not assign the use of service without prior oral or written consent by the Company

Issue Date: 01/01/2004 Effective Date: 01/01/2004

### Rule 18 – Privacy

The Company is restricted from providing nonpublic Customer information. The Company is subject to the credit information and calling record privacy rules.

#### **Rule 19 – 911 Service**

The Company will provide 9-1-1 services for emergency calling at no charge.

### Rule 20 - Blocking Access

The Company will block access to all long distance, 900 and 976 pay per call telephone services.

#### Rule 21 - Demarcation Point

The Company is indirectly or directly responsible to bring service to the Demarcation Point. Interruption of services to the Demarcation point is the responsibility of The Company.